

## GENERAL TERMS & CONDITIONS

**Vendor:** The general terms and conditions which follow apply to all purchases and become an integral part of each purchase order issued by the Town of Blacksburg, Virginia unless otherwise specified. Vendors are expected to fully inform themselves of these terms and conditions and failure to do so will be at the vendor's own risk and relief cannot be secured on the plea of ignorance. Subject to state and local laws and all rules, regulations and limitations imposed by legislation of the federal government.

**Acceptance.** This purchase order constitutes Buyer's offer to Seller upon the terms and conditions stated herein and shall become a binding contract based on the terms and conditions set forth herein when it is accepted either by Seller's acknowledgment or performance.

**Entire Agreement.** These terms and conditions, any other special conditions and specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Buyer and Seller and supersede all previous communications, either written or verbal with respect to the subject matter of this purchase order.

**Changes, additions, deletion.** No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Purchasing Office of the Town of Blacksburg.

**Contractual Disputes.** All claims which may arise under this contract shall be resolved through the procedure set forth in Blacksburg Town Code, Section 16-506 "Contractual Disputes."

**Delivery.** Delivery shall be FOB Destination. If otherwise, the exact cost to deliver shall be as shown.

**Delivery Date/Time.** Deliveries shall be strictly in accordance with the schedule set out or referred to in the purchase order and in exact quantities ordered. Delivery shall be made during the working hours of Monday through Friday 8:00 am – 3:30 PM unless otherwise specified or prior approval for another period has been obtained.

**Tax Exemption.** The Town of Blacksburg is exempt from State Sales Tax and Federal Excise Tax. Do not include tax. Tax Exemption Certificate shall be furnished by Town of Blacksburg Finance Dept upon request. The Towns Federal Tax ID number is 54-6001146.

**Condition of Item.** All items delivered shall be new, current model year, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Verbal agreements to the contrary shall not be recognized.

**Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town of Blacksburg Purchasing Office.

**Anti-Trust.** By acceptance of this purchase order, the Seller conveys, sells, assigns and transfers to the Town of Blacksburg all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Blacksburg by this Purchase Order.

**Indemnification.** The Seller agrees to indemnify, defend and hold harmless the Town of Blacksburg, Virginia, its officers, agents, and employees from any claim, damages and action of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the seller or any services of any kind or nature furnished by the seller, provided that such liability is not attributable to the sole negligence of the using department to use the materials, goods or equipment in the manner already and permanently described by the seller on the materials, goods or equipment delivered. The seller agrees to protect the Town from claims involving infringement of patent or copyrights.

**License Requirement.** All firms having a business location or office in the Town of Blacksburg are required to be licensed in accordance with the Town's Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from the requirement. Questions concerning the BPOL tax should be directed to the Finance Department, telephone number (540) 961-1108.

**Method of Payment.** Upon satisfactory delivery of the merchandise or satisfactory completion of the services all invoices and statements shall reference the purchase order number and be submitted to: Town of Blacksburg, Accounts Payable, PO Box 90003. Blacksburg, Virginia, 24062. The prices and payments shall be full compensation for the labor, tools, equipment, transportation overhead and all other incidentals necessary to complete the specified terms and conditions.

**Anti-Discrimination.** By acceptance of this Purchase Order, Seller certifies to the Town of Blacksburg that Seller shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act 1975, as amended, where applicable, and Sections 11-51 of the Virginia Public Procurement Act. In every contract over \$10,000. The provision in 1 and 2 shall apply:

- During the performance of this contract, the contractor agrees as follows:
  - The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
  - The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to the purpose of meeting the requirements of this section.
- The Contractor will include the provisions of the foregoing paragraphs a,b and c in every subcontract or purchase order of over \$10,000. So that the provisions will be binding upon each subcontractor or vendor.

**Insurance.** Whenever any work or services are provided, either in or on Town owned property, the following shall apply: The Seller shall provide the Purchasing Agent with a Commonwealth of Virginia Certificate of Insurance PRIOR to the commencement of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

Workers' Compensation Standard Virginia Workers' Compensation Policy. Employers Liability - \$100,000..Broad Form Comprehensive General Liability - \$1,000,000.

Combined single limit. The Town of Blacksburg is to be named as an additional co-insured with respect to the services being procured. This coverage to include premises/operations liability, Products and Complete Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability. If providing professional services, then professional liability insurance shall also be required. Automotive Liability - \$1,000,000. Combined single limit.

The Town reserves the right to require higher limits on any contracts provided notice of such requirement is stated in the solicitation. The Town shall be named as an additional or co-insured on these policies. A thirty-day written notice of cancellation or non-renewal shall be furnished by certified mail to the Purchasing Agent at the address indicated on the solicitation.

**Ethics in Public Contracting.** The provisions contained in Sections 11-72 through 11-80 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950) as amended shall be applicable to all contracts entered into by the Town of Blacksburg. A copy of these provisions may be obtained from the Purchasing Office or Town Attorney upon written request. By submitting their prices and acceptance of this Purchase Order, all sellers certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**Applicable Laws and Courts.** All Town purchase orders shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Seller shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and regulations of the Town of Blacksburg and such other stands, codes, and regulations having application to the goods or services provided.

**Material Safety Data Sheets.** Material Safety Data Sheets and descriptive literature shall be provided with the bid or delivery for each chemical and/or compound offered and/or purchased.

**Sellers Responsibility.** Sellers shall examine the Purchase Order and shall exercise their own judgement as to the nature and total amount of all work to be done. No plea of ignorance of conditions that exist or may later exist, or if conditions or difficulties that may be encountered in the work as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Seller to fulfill in every detail the requirements of the purchase order, or will be accepted as a basis for any claims whatsoever for extra compensation.

**Default.** In case of failure to deliver goods or services in accordance with the Purchase Order and its terms and conditions, the Town of Blacksburg, after due written notice, may procure them from other sources and hold the Seller responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies which the Town of Blacksburg may have.

**Assignment.** Neither party shall assign the Purchase Order without the prior written consent of the other party nor shall any purchase order be assigned to any party that is debarred from doing business with or in the Commonwealth of Virginia.

**Valid Purchase Order.** In order for a Purchase Order of the Town of Blacksburg to be valid, it must be executed by an authorized person as defined in the Code of the Town of Blacksburg, Virginia.

**Debarment Status.** By acceptance of a Town of Blacksburg Purchase Order, all firms certify that they are not currently debarred from doing business with or in the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from doing business with or in the Commonwealth of Virginia.

**Buyer.** All references to Buyer, throughout these terms and conditions, shall refer to the Town of Blacksburg, Virginia.